

RECORDATION NO. 5755-C Filed & Recorded

SEP 22 1970 - 2 L PM

~~WELLS FARGO NATIONAL BANK~~  
SUPPLEMENTAL AGREEMENT

DATED AS OF SEPTEMBER 1, 1970

AMENDING

RAILROAD EQUIPMENT LEASE

DATED AS OF JUNE 15, 1970

AND

SUPPLEMENTAL AGREEMENT

DATED AS OF JULY 10, 1970

AND

SUPPLEMENTAL AGREEMENT

DATED AS OF AUGUST 21, 1970

BETWEEN

PULLMAN INCORPORATED (PULLMAN-STANDARD DIVISION),  
Lessor

AND

TRAILER TRAIN COMPANY,  
Lessee

THIS SUPPLEMENTAL AGREEMENT dated as of September 1, 1970 between PULLMAN INCORPORATED (PULIMAN-STANDARD DIVISION) (hereinafter called the "Lessor") and TRAILER TRAIN COMPANY (hereinafter called the "Lessee");

WITNESSETH:

WHEREAS, the Lessor and Lessee have entered into a Railroad Equipment Lease dated as of June 15, 1970 (hereinafter called the "Lease"), which Lease was recorded with the Interstate Commerce Commission under Section 20c of the Interstate Commerce Act on June 18, 1970, at 12:20 P.M. and assigned Recordation No. 5755; and

WHEREAS, the Lessor and Lessee have entered into a Supplemental Agreement dated as of July 10, 1970, which Supplemental Agreement was recorded with the Interstate Commerce Commission on July 16, 1970, at 1:50 P.M. and assigned Recordation No. 5755-A; and

WHEREAS, Lessor and Lessee have entered into a Supplemental Agreement dated as of August 21, 1970, which Supplemental Agreement was recorded with the Interstate Commerce Commission on August 27, 1970 at 1:50 P.M. and assigned Recordation No. 5755-B; and

WHEREAS, Lessor and Lessee desire to supplement and amend the Lease in certain respects, as hereinafter more fully described:

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements hereinafter set forth the parties hereto do hereby agree as follows:

1. Sections 2 and 4 of Schedule A of the Railroad Equipment Lease dated June 15, 1970, as hereby amended by the deletion of (124) 89' 4" Standard Flat Cars, with components, to be numbered 253502, 253505, 253508, 253516, 253520, 253523, 253530 to 253533, 253535 to 253644 and 253646 to 253649, all inclusive, to be purchased at \$17,313.68, each.

2. Lessee will, at its expense, upon execution and delivery of this Agreement, cause the same to be duly filed and recorded with the Interstate Commerce Commission in accordance with Section 20C of the Interstate Commerce Act, as amended.

3. Except as supplemented and amended by this Supplemental Agreement, the Lease shall continue in full force and effect.

IN WITNESS WHEREOF, Lessor and Lessee have caused these presents to be executed in their respective corporate names and their respective corporate seals to be hereunto affixed by their duly elected and authorized officers, pursuant to lawful authority, all as of the day, month and year first hereinbefore written.

PULLMAN INCORPORATED  
(Pullman-Standard Division)

By:

M. R. Bock  
VICE PRESIDENT

ATTEST:

Thomas D. Williams  
ATTORNEY AT LAW

TRAILER TRAIN COMPANY

By:

R. E. Williams  
Assistant Treasurer

ATTEST:

W. J. Williams  
SECRETARY

STATE OF ILLINOIS     )  
                              ) ss.  
COUNTY OF COOK        )

On this *10th* day of *September*, 19*70* before me  
personally appeared *M R Baele*, to me personally  
known, who, being by me duly sworn, says that he is *Vice-President*  
of Pullman Incorporated (Pullman-Standard Division), that the seal affixed  
to the foregoing instrument is the corporate seal of said corporation, that  
said instrument was signed and sealed on behalf of said corporation by  
authority of its Board of Directors and he acknowledged that the execution  
of the foregoing instrument was the free act and deed of said corporation.

*James M. Brown*  
Notary Public

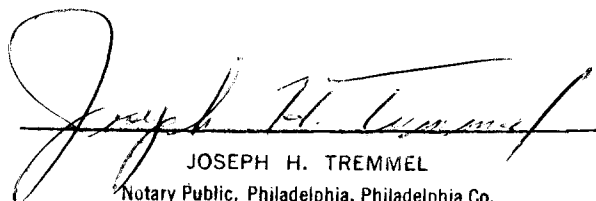
COMMONWEALTH OF PENNSYLVANIA )  
 ) ss.  
COUNTY OF PHILADELPHIA )

On this *4<sup>th</sup>* day of *SEPTEMBER*, 19 *70* before me

personally appeared, *R. E. Zimmerman*, to me personally

known, who, being by me duly sworn, says that he is Assistant Treasurer

of Trailer Train Company, that the seal affixed to the fore-  
going instrument is the corporate seal of said corporation, that said  
instrument was signed and sealed on behalf of said corporation by authority  
of its Board of Directors and he acknowledged that the execution of the  
foregoing instrument was the free act and deed of said corporation.



JOSEPH H. TREMMEL  
Notary Public, Philadelphia, Philadelphia Co.  
My Commission Expires April 8, 1974